

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

<p>In Re:</p> <p>GULSHANARA QUADIR Debtor(s)</p> <p>WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE FOR CSMC 2018-RPL6 TRUST Movant</p> <p>v.</p> <p>GULSHANARA QUADIR Debtor(s)</p> <p>KENNETH E. WEST Trustee Respondent(s)</p>	<p>Chapter: 13</p> <p>Bankruptcy Case: 23-10653-pmm</p> <p>Judge: MAYER, PATRICIA M.</p>
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**CONSENT ORDER/STIPULATION
SETTLING MOTION FOR RELIEF FROM AUTOMATIC STAY**

AND NOW, upon the Motion of Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust and any and all successors and assignee's (hereinafter collectively referred to as "Creditor"), through its Counsel, Stern & Eisenberg PC, under 11 U.S.C. § 362(d) for relief from the automatic stay as to Debtor's real property located at ***1417 Disston St, Philadelphia, PA 19111*** (hereinafter, the "Property"), and the parties agreeing to the entry of the Order settling the Motion for Relief and for cause shown, it is hereby ORDERED AND DECREED as follows:

- As of 07/12/2023, Gulshanara Quadir (hereinafter, "Debtor") acknowledges that Debtor is due for the following post-petition regular monthly payments from April 1, 2023:

Missed Payments	From	To	Principal and Interest	Escrow (if applicable)	Payment Amount	Total Amounts Missed
4	04/01/2023	07/01/2023	\$1,042.17	\$413.35	\$1,455.52	\$5,822.08

Total Amount of Post-Petition Payments Due:	\$5,822.08
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Motion for Relief Filing Fee \$188.00

Motion for Relief Attorney's Fees \$1,050.00

Total to be paid by Stipulation \$7,060.08

2. Debtor shall cure the Arrears as set forth above by filing an Amended Plan within 14 days of the Court Order approving this Consent Order/Stipulation. Debtor's Amended Plan shall incorporate the post-petition delinquency in the amount of \$7,060.08 to the pre-petition arrears of \$71,781.45 making a total of \$78,841.53 to be paid through the plan. Debtor agrees to continue regular monthly mortgage payments (currently \$1,455.52/month) beginning on August 1, 2023.
3. Payment(s) due in accordance with this Consent Order/Stipulation shall be due on or before the *1st* of each month.
4. Debtor shall make the regular monthly payments required to the Trustee.
5. All payments due to Creditor from Debtor are to be made directly to Creditor pursuant to the applicable Proof of Claim or Transfer of Claim, making sure that Debtor's loan number appears on all payments.
6. Further, Debtor shall list the Property for sale no later 30 days following the entry of the Order approving this Stipulation. Debtor further agrees that, no later than 5 months following the entry of the Order approving this Stipulation, Debtor shall sell the Property and cause sufficient funds to be disbursed to Creditor to satisfy the mortgage in full.
7. In the event Debtor fails to make any of the payments set forth hereinabove (or payments for real estate taxes and/or hazard insurance when due) on or before their due dates, Debtor fails to timely file the amended plan consistent with paragraph 2, or fails to satisfy the requirements outlined in paragraph 6, Creditor and/or Counsel may give Debtor and Debtor's counsel notice of the default.
8. If any such default is not cured within ten (10) days of said notice of the default, upon certification to the court of such default, and request for Order, with a copy to Debtor and Debtor's counsel, Creditor shall immediately have relief from the bankruptcy stay.
9. Debtor shall pay all attorney's fees and costs for each Notice of Default issued by Creditor as a result of Debtor's failure to make payments in accordance with this Order.
10. The failure by Creditor, at any time, to file a Certification of Default upon default by Debtor shall not be construed, nor shall such failure act, as a waiver of any of Creditor's rights hereunder.
11. Upon issuance of the aforesaid Order, the parties hereto further agree that Creditor may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.
12. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code, Debtor shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date that the case is converted. If Debtor fails to make payment in accordance with this paragraph then Creditor, through Counsel, may file a certification setting forth said failure and Creditor shall be granted immediate relief from the automatic stay.
13. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived. In the event an order granting relief is entered then the requirements of 3002.1 shall NOT apply to Creditor.
14. Facsimile signatures shall be as valid as original signatures and this Consent Order/Stipulation may be signed in counterparts.

By signing this Stipulation/Consent Order, Debtor's Counsel represents that Debtor is familiar with and understand the terms of the Stipulation/Consent Order and agree to said terms regardless of whether Debtor has actually signed said stipulation. Seen and agreed by the parties on the date set forth below:

/s/ Daniel P. Jones

Daniel P. Jones
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Counsel for Creditor
Date: July 12, 2023

/s/ Brad J. Sadek

Brad J. Sadek
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Counsel for Debtor(s)
Date: 07/19/2023

/s/ Jack Miller

Kenneth E. West
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Chapter13 Trustee
Date: 08/01/2023